City of Baltimore Mayor's Office Of Criminal Justice



Due Date: December 10, 2010 at 11:00 A.M.

1797

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Solicitation

Sealed proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Mayor's Office on Criminal Justice

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Mayor's Office on Criminal Justice City Hall, 100 Holliday St., 6th flr

Baltimore, Maryland 21201

Late submissions will not be accepted.

• Tuesday, November 16, 2010: 2 pm to 4 pm Eastside Career Center

3001 East Madison Street Baltimore, MD 21205

Contact for directions only: Craig Lewis, 410-396-9030 or clewis@oedworks.com

Note: Career Center staff will not answer any questions about this solicitation; questions will be addressed at

the Pre-Proposal Conference.

PRE-PROPOSAL
MEETING DATES
& TIME

 Friday, November 19, 2010: 10 am to 12 pm
 DJS Headquarters for the Maryland Department of Juvenile Services (DJS)

One Center Plaza 120 West Fayette Street Baltimore, Maryland 21201 Contact for directions only: Tilithea Jones,

410-230-3153 or <u>FaxT@djs.state.md.us</u>

Note: This staff will not answer any questions about this solicitation; questions will be addressed at the Pre-

Proposal Conference.

Monday, November 22, 2010: 12:30 pm to 2:30 pm
The Re-entry Center at the Northwest Career Center

2401 Liberty Heights Avenue

Mondawmin Mall, 3rd Floor, Suite 302

Baltimore, MD 21215

Contact for directions only: Gerald Grimes,

	410-523-1060 or ggrimes@oedworks.com Note: Re-entry staff will not answer any questions about this solicitation; questions will be addressed at the Pre-Proposal Conference.
Due Date & Time	Friday, December 10, 2010 at 11:00 A.M. local time.

Statement of Work

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SW1. INTRODUCTION

- **A.** The United States Department of Labor ("DOL") has provided a grant award to the Maryland Department of Juvenile Services ("DJS") for the *Continuum of Opportunity Reentry Program & Services* ("CORPS") Initiative. The CORPS Initiative will serve 400 Baltimore City male and female youth, 14 years and older, returning from in-state or out-of-state placements, detention, or committed to or on probation to the agency. CORPS is comprised of six (6) component areas, including the community service/restorative justice project component.
- **B.** The Mayor's Office on Criminal Justice ("MOCJ") is the local administrative entity for the local community service/restorative justice projects grants program component. MOCJ is interested in obtaining proposals from Baltimore City private, non-profit or for-profit Faith-Based or Community Organizations ("FBCOs") to undertake and lead a community-based project for select youth in Baltimore City who are returning from residential placements, detention centers, or are committed or on probation to DJS. This project will primarily consist of each successful organization ("Provider") hiring and supervising a site coordinator and two crew leaders to oversee a community service project involving approximately fifteen (15) youth at a time over a fifty (50) week period.
- **C.** The purpose of the project is to engage the returning youth in their community so that they perceive themselves as positive, contributing members of their community and are perceived as such by the other participating community members.
- **D.** MOCJ will provide two (2) awards in the amount of approximately \$53,500.00. Each of the two selected Providers will in turn hire one (1) site coordinator, and two (2) crew leaders. Additionally, funds will be provided for wage payment to the youth involved in the community service project.
- **E.** Baltimore City youth constitute by far the largest number served by DJS and a majority of those adjudicated delinquent and/or committed to a residential program return to the juvenile justice system upon release.
 - 1. Of the 1,635 youths either adjudicated delinquent (1309) or released from a committed residential program (326) in FY 2007, 59% returned to intake within one year. A significant number of Baltimore City youth are eventually placed outside their home and community. In calendar year 2008, a total of 361 Baltimore City youth returned to Baltimore City communities from out-of-home placement.
 - 2. The CORPS Initiative seeks to take advantage of the opportunity that exists when a youth returns to his or her community by delivering intense and strategic services before, during and after their return.
- **F.** DOL requires that the CORPS Initiative have six (6) required component areas:
 - 1. Case Management/ Youth Advocacy

- 2. Employment
- 3. Education
- **4.** Mentoring
- **5.** Restorative Justice/ Community Service
- **6.** Community Wide Engagement
- **G.** The activities designed in these component areas include:
 - **1.** Case Management: assignment of a Youth Advocate from a Baltimore City-based FBCO to support youth participation in CORPS activities.
 - **2.** Education: CORPS Education Transition Program and CORPS Transition Specialists providing services that include: career and academic assessments and guidance, math and reading remediation, tutoring, academic counseling, and access to GED programs.
 - **3.** Employment: pre-apprenticeship training, obtaining MVA ID Cards, job readiness training, internships, subsidized employment, and access to Employment and Education Support (EES) Funds for each enrolled and participating youth.
 - **4.** Mentoring: access and retention in CORPS mentoring opportunities.
 - 5. Restorative Justice/ Community Service: two grants to be awarded to FBCOs through MOCJ for the coordination and oversight of two separate, ongoing community service projects, one to be based on the Eastside of the City, and the other to be based on the Westside of the City.
 - **6.** Community Wide Engagement: small grants ranging from \$200 and \$2000 to be awarded to FBCOs through MOCJ for community projects that emphasize community building, bringing neighborhoods and youth together individually or in small groups.
- **H.** DJS is the Recipient/Awardee of the CORPS Initiative grant from DOL. MOCJ is a Sub-Recipient/Sub-Awardee to DJS. Successful proposers awarded funding under this competitive solicitation will be Sub-Recipients/Sub-Awardees and must fully comply with all regulations and requirements de tailed in Exhibit "A" of this solicitation in managing their Sub-Awards, and adhering to their obligations to both MOCJ and DJS.

SW2. SCOPE OF SERVICES

- **A.** The Provider shall hire a Site Coordinator and two (2) Crew Leaders to oversee approximately fifteen (15) youth at a time over a fifty (50) week period for engagement in community service projects.
- **B.** DJS will identify the youth, who will rotate over the course of the program, and the assigned Youth Advocates will support youth participation and retention in the project.
- **C.** The youth shall work on the project three days of the week over fifty (50) weeks and shall receive wages in the amount of \$10/day.
- **D.** The Provider is responsible for designing the project(s) with the participation of the youth and other community members.
- **E.** The following examples of permissible activities neither reflects required elements nor is it exhaustive of permissible creative proposals. More than one activity may be included in a proposal as long as it evidences requisite staff and other support.

- A plan to clean, repair, paint or garden at the properties of particularly needy neighborhood members, including the elderly, persons with disabilities or chronic illnesses, as well as, faith-based and neighborhood-based groups.
- Creation of a small neighborhood-based sports league that includes returning youth serving as mentors, assistant coaches or in other supportive roles.
- A plan to regularly visit neighborhood members, including the elderly, persons with disabilities or chronic illnesses, who have been placed outside their homes, and need help with grocery shopping or other similar needs;
- A plan for youth to create arts, billboards or other information vehicles to convey positive messages to youth in neighborhoods and in the City;
- A plan for returning youth to identify positive activities, and then speak with other youth about the "whys" and "ways" to avoid negative behaviors and become involved in these positive activities.

F. Staffing requirements:

- 1. The Provider shall maintain a staff consisting of at least the following positions
 - (a) One (1) Site Coordinator to oversee the community service project, perform necessary administrative duties and supervise the crew leaders. The Site Coordinator shall be onsite at all times that the youth are working on the project.
 - (b) Two (2) Crew Leaders to directly supervise the (15-20) youth workers involved in the community service project.
- **2.** DJS requires that all personnel working with DJS youth, whether employed by the Department or by contractors, must submit to fingerprinting for required criminal and child protective services background checks.
- **3.** The Site Coordinator and Crew Leaders must submit to fingerprinting at no cost to the Provider to pass FBI (federal) and CJIS (state) criminal background checks, and Child Protective Services background checks consistent with DJS policy (rf. http://www.djs.state.md.us, "Publications").
- **4.** No Site Coordinator or Crew Leader may be hired who has a disqualifying conviction or in any way would violate the DJS policy.
- **5.** Failure to have Site Coordinators and Crew Leaders meet the requirements of this policy within (eight) 8 weeks of contracting may result in termination of the contract.
- **6.** Providers must agree to make available to DJS for fingerprinting at no cost all Site Coordinators and Crew Leaders within eight (8) weeks, as noted above, who meet the DJS Criminal Background Investigations policy requirements.

SW3. PROVIDER REQUIREMENTS

- **A.** The Provider must verify that it is a faith-based, community, civic or neighborhood organization based in Baltimore City. The more of the following that is accompanied with documentation, the stronger the verification will be.
 - **1.** Administrative office location in Baltimore City.
 - **2.** Programming location(s) in Baltimore City.
 - **3.** Copies of relevant portions of 501(c)(3) or other nonprofit status, or other relevant private business incorporation documents.
 - **4.** Description of services provided within the local Baltimore City community.

- **5.** Description of current and recent successful collaborations, partnerships or funding from agencies or other entities in Baltimore City.
- **6.** Portions of mission statement or organizational description that evidences commitment in Baltimore City to service, youth, juvenile services, and other areas relevant to this competitive solicitation.
- **B.** The Provider must also must demonstrate its capacity and ability to manage the responsibilities under the CORPS Initiative, by demonstrating that it has successfully managed projects funded through grants (local, state, and federal), or other revenue sources, and has the fiscal stability and the organizational capability to manage the proposed program. The more of the following that is provided, the stronger the application will be:
 - **1.** Executive summary of a recent audit report.
 - 2. Documentation from a funder or grant organization showing positive outcomes achieved.
 - **3.** Management and supervision structure and staff positions responsible for this administration.
 - **4.** Financial and accounting structure and staff positions responsible for this management.
 - **5.** Data and Tracking structure and staff positions responsible for such information.
 - **6.** Human resources and payroll staff and support.
 - 7. Supervisory structure to ensure contractual compliance with designated responsibilities.
 - **8.** Modern or reliable computer system with Internet, email, word processing, and spreadsheet capabilities.
- **C.** The Provider must have experience working with youth in the juvenile justice system or other child-serving systems, or young adults similarly situated in the adult criminal justice system. The more the Provider can demonstrate the following, the stronger the application will be. Please describe your experience with the following:
 - **1.** Youth in the juvenile justice system.
 - **2.** Youth in child servicing systems.
 - **3.** Young adults in the criminal justice system.
 - **4.** Youth or adults in Prisoner Re-entry Initiatives, aftercare or transition programs returning to communities from incarceration.
- **D.** Providers shall adhere to all DJS policies and procedures provided to Providers in writing. DJS policies and directives may be accessed by going to the Juvenile Services website, http://www.djs.state.md.us under Publications.
- **E.** The following policies will be provided in writing to Providers during the awards process who will acknowledge receipt with signed written statements:
 - **1.** Criminal Background Investigations (HR-01-07)
 - 2. Internet Policy (provide citation)
 - **3.** Incident Reporting (MGMT-03-07,)
 - **4.** Reporting and Investigating Child Abuse and Neglect (01.01.13)
 - 5. Drug and Alcohol Free Workplace Certification for Intergovernmental Agreements

SW4. FUNDING

- **A.** MOCJ will make an award of \$53,500 to each of two (2) Providers as follows:
 - **1.** \$21,000 for Salaries:
 - (a) \$15,000 for a Site Coordinator, assuming payment of \$20/hour x 15 hours per week.
 - (b) \$6,000 for two (2) Crew Leaders.
 - **2.** \$22,500 Youth Worker Wages for workers participating in the project at a rate of \$10 per day, per youth, three days per week, for fifty (50) weeks.
 - **3.** \$10,000 for Supplies.

SW5. REPORTING

- **A.** Weekly, monthly and quarterly reports are required, as well as a final report at the conclusion of funding, to track activities and outcomes for DOL Management Information System requirements, State, and agency requirements.
- **B.** All data and tracking information and format requirements will be provided by DJS and MOCJ during the award process.
- **C.** The existing staff within the organization and the Site Coordinator must provide all data and tracking requirements on a timely basis to both MOCJ and DJS as required. Providers must:
 - 1. Demonstrate experience and capabilities providing required data and tracking for other current or recent grants, programs and partnerships.
 - **2.** Demonstrate that both information and timelines were met by providing reports or the name and contact information of current or recent contract officers, grant officers, or program directors/liaisons.

SW6. TERM OF AGREEMENT

- **A.** Effective Date. The initial term of this agreement shall begin January 1, 2011 or the date of approval of the award by the City Board of Estimates, whichever is later.
- **B.** Expiration Date. The initial term of this agreement shall expire one (1) year from the Effective Date.

SW7. PRE-PROPOSAL CONFERENCE

A. Pre-Proposal Conferences on three (3) separate dates will be held as follows:

Tuesday, November 16, 2010: 2 pm to 4 pm

Eastside Career Center

3001 East Madison Street

Baltimore, MD 21205

Contact for directions only: Craig Lewis,

410-396-9030 or clewis@oedworks.com

Note: Career Center staff will not answer any questions about this solicitation; questions will be addressed at the Pre-Proposal Conference.

Friday, November 19, 2010: 10 am to 12 pm

DJS Headquarters for the Maryland Department of Juvenile Services (DJS)

One Center Plaza 120 West Fayette Street Baltimore, Maryland 21201

Contact for directions only: Tilithea Jones, 410-230-3153 or FaxT@djs.state.md.us

Note: This staff will not answer any questions about this solicitation; questions will be addressed at the Pre-Proposal Conference.

Monday, November 22, 2010: 12:30 pm to 2:30 pm The Re-entry Center at the Northwest Career Center

2401 Liberty Heights Avenue

Mondawmin Mall, 3rd Floor, Suite 302

Baltimore, MD 21215

Contact for directions only: Gerald Grimes, 410-523-1060 or ggrimes@oedworks.com

Note: Re-entry staff will not answer any questions about this solicitation; questions will be addressed at the Pre-Proposal Conference.

- **B.** Attendance at the Pre Proposal Conference is not mandatory; however participation will result in points towards the evaluation of submitted proposals.
- **C.** Proposers are advised to arrive on-time and take notes as they deem appropriate. The City will not make notes or minutes available.
- **D.** Failure to attend will in no way relieve the Proposer from fulfilling any/all of the requirements, terms and conditions of the solicitation/agreement.
- **E.** The City is under no obligation to inform and/or report the results of the conference (e.g.: notes, minutes, etc.) to any Proposer attending or not attending the conference or arriving late, nor will the City provide such documentation. Proposers are advised to attend, to arrive on time and to take notes as they deem appropriate.
- **F.** Verbal and written communications (except written addenda duly issued by the City) by any person(s) at the pre-proposal conference, or at any other time or place, will have no effect on nor otherwise change any term, condition or specification contained herein. Only written addenda duly issued by the City are recognized as amendments to this solicitation.
- **G.** If there is a need for sign language interpretation and/or other special accommodations, it is requested that at least five (5) days advance notice be provided.

SW8. APPLICATION

- **A.** All Providers interested in submitting a proposal for consideration are required to complete the AP-PLICATION that is contained in this solicitation Exhibit B found on page B-1.
- **B.** The APPLICATION provides the complete information that Providers must provide per the SCOPE OF SERVICES, FAITH-BASED AND COMMUNITY ORGANIZATION QUALIFICATIONS, and PROJECT DESCRIPTION above.
- **C.** All information is to be fully provided and completed within the space provided. 12 point font and Times New Roman font is required.
- **D.** The Proposer may provide only specified documentation. A check off is provided in designated sections for the Proposer to indicate that specified documentation is being provide. Only that documentation shall accompany the APPLICATION.

- **E.** Providing documentation not specified will result in a penalty during the evaluation of the proposal.
- **F.** Deadline for Submission:
 - 1. Proposals must be received by MOCJ, no later than 11:00 a.m. local time on Friday, December 10, 2010.
 - **2.** Proposals may be modified if...
 - (a) the modification is received prior to 11:00 a.m. local time on Friday, December 10, 2010
 - (b) is in the same format as the previously submitted sealed proposal.
 - (c) the previously submitted proposal is withdrawn in writing or by facsimile prior to 11;00 a.m. local time on Friday, December 10, 2010
- **G.** The sealed proposal must be delivered in person, or sent by U.S. mail, or express delivery service to: MOCJ 100 Holliday Street, 6th Floor Baltimore, Maryland 21202.

SW9. METHOD OF AWARD

A. Award, if made, will be to the responsive and responsible Proposer with the highest evaluation scores as determined by the Evaluation Committee and approved by the Board of Estimates.

SW10. EVALUATION

- **A.** An Evaluation Committee shall evaluate all proposals based on the evaluation criteria identified below in this solicitation.
- **B.** All proposals received in response to this solicitation will be evaluated according to criteria listed below with point totals for each section, totaling a possible 100 points as follows:
 - 1. 10 points/MANAGEMENT AND ORGANIZATION
 - (a) Attendance at Pre-Proposal Conferencing
 - (b) Application filled out completely and accurately
 - **2.** 50 points/APPLICANT QUALIFICATIONS
 - (a) Faith- Based or Community Organization
 - (b) Program and Financial Management Experience
 - (c) Organizational Support
 - (d) Experience Working with Youth and Offenders
 - **3.** 40 points/COMMUNITY SERVICE PROJECT
 - (a) Quality of Proposed Project(s), Timeline and Implementation
 - (b) Involvement of Youth and Community in Project Design

SW11. QUESTIONS

- **A.** Any Proposer having questions regarding this solicitation must submit them in writing via regular mail to the Mayor's Office on Criminal Justice, 100 Holliday Street, 6th Floor, Baltimore, Maryland 21201.
- **B.** Each Proposer submitting questions shall clearly address each question by reference to a specific section, page and item of this solicitation.
- **C.** Any questions submitted within five (5) days of the Proposal Opening Date may not necessarily be answered.

SW12. PERFORMANCE GUARANTEE

- **A.** None required; however, per City Charter Article VI, §11(g)(5)(i). If a Contractor/ Sub-Awardee exempted under this paragraph fails to execute and perform any contract or agreement awarded to that contractor/ Sub-Awardee, the exempted contractor/ Sub-Awardee shall forfeit the right to bid on any future City contract for a period of time determined by the Board of Estimates, and shall be liable for any costs incurred by the City as a result of the default.
- **B.** Upon a finding that one or more of the following conditions exist, the Board of Estimates may require the Sub-Awardee to post a performance bond with the execution of contracts otherwise exempt from such requirements:
 - 1. The Sub-Award is for the purchase of goods to be specially manufactured or assembled or which are otherwise not normally available in supplier's inventories.
 - 2. The Sub-Award involves services which, if improperly or inadequately performed, pose a substantial risk of injury to persons or damage to property, with potential liability or loss in excess of \$100,000.
 - **3.** The Sub-Awardee has no prior record of performance by which the Board of Estimates may use to determine the Sub-Awardee's ability to perform.

SW13. INSURANCE REQUIREMENTS – The following coverage shall be provided:

- **A.** Commercial General Liability at \$500,000 per Occurrence; \$500,000 Aggregate and Worker's Compensation as required by law. This level of insurance coverage shall be maintained by the Provider for the duration of the Agreement.
 - 1. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide to the Procurement officer, by certified mail, not less than 60 days advance notice of any non-renewal, cancellation, or expiration. In the event DJS receives a notice of non-renewal, the Sub-Awardee shall provide DJS with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

SW14. NON-DISCRIMINATION

- **A.** Sub-Awardees will affirm that they shall not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment.
- **B.** Sub-Awardees will also agree to include a provision similar to that contained in the preceding sentence in any employment contract.

SW15. CITY RESPONSIBILITIES

- **A.** To properly oversee the service and inspect and approve the services delivered, and review, approve and process payment of proper invoices.
- **B.** To provide all required documents and services.

SW16, INVOICING

- **A.** All invoices will be due at the end of each calendar month.
- **B.** A proper invoice must be in the format and with all information required by MOCJ, and sent to the required Fiscal Officer, all of which MOCJ will provide at the time of contracting.
- **C.** The invoice shall certify that the work, services, and deliverables have been performed, that payment for this work has not been received, and that the amount specified is due and payable.

SW17. WORK OUTSIDE THE SCOPE OF CONTRACT

- **A.** If at any time, the City and/or Sub-Awardee determines that additional related services are required which is directly related to but beyond the original scope of this contract, the Sub-Awardee shall submit a detailed description of the extra work and a not-to-exceed cost estimate based on its usual and customary rates to the designated agency project supervisor. Additionally, written authorization to proceed from the designated agency project supervisor and the City Purchasing Agent is required, and such authorization is dependent on approval from DJS and DOL (see sub-section D below). Under no circumstances should the Sub-Awardee undertake any additional work without all approvals and authorizations in place by the City, DJS and DOL See also requirements for any revisions or modifications to the budget or awards provided in EXHIBIT 'A'United States Department of Labor Recipient and Sub-Recipient Terms and Conditions.
- **B.** The additional work must be related to the original project and be justified as being in the best interest of the City to be added by change order or supplemental agreement without the benefit of competitive sealed bidding.
- **C.** Any additional related services under this clause may require the City of Baltimore Board of Estimates prior approval.
- **D.** Any additional related services under this clause requires the express approval and written authorization of DJS, which in turn requires the approval of DOL. No guarantees or promises are made of such approval and authorization.

SW18. PROPOSER RESPONSIVENESS & QUALIFICATIONS

- **A.** Responsiveness: Anyone proposing on this solicitation shall properly complete and sign all proposal documents contained herein in Section 'B', beginning on page B-1, and including all pages and forms that follow thereto, and provide all other required and/or requested valid information and documents, in order to be considered responsive. Use additional sheets as necessary.
- **B.** Qualification: During the proposing process, the Proposer shall also provide all of the additional required and/or requested valid documents and information identified in paragraph SM2 to demonstrate, to the City's satisfaction, that the Proposer is qualified to provide/perform the product(s)/service(s).

C. Failure to provide the above required and/or requested documents and information may be cause for rejection of the proposal submission at the City's discretion.

SW19. DISCRIMINATION AGAINST SUBCONTRACTORS: As part of its proposal, Proposer shall provide to the City a list of all instances within the past 5 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the proposer has discriminated against its subcontractors, suppliers, vendors, or commercial customers on the basis of race, gender religion, national origin, ethnicity, sexual orientation, gender identity or expression, age or disability, and a description of any resulting sanction entered and remedial action taken.

Submission Instructions

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

SM1. SUBMISSION INSTRUCTIONS

- A. This is a One-Step Proposal process, which may include some limited negotiation. You will find an envelope/package label following this section. Each Proposer shall prepare its proposal submission in the following manner and format.
- B. The following format/layout must be followed and all submissions must include the following.
 - 1. **Section "B" pages**, B-1 and all pages and forms that follow, shall be fully completed and signed, including one complete "Original" and seven (7) exact and complete "Duplicate" copies. Be sure to include all information and forms also identified on the Section 'B' pages. Use additional sheets if necessary.
 - 2. Failure to provide the above required documents and information may be cause for rejection of the proposal at the City's discretion.

C. ONE ORIGINAL (SUBMIT ALL PAGES IN SECTION B.)

- 1. Prepare, and submit using the envelope/package label provided, one complete original Proposal using 8½" x 11" white bond paper (unless specific forms are provided). Use the Proposal documents included in your solicitation package beginning on page B-1 and all pages and forms that follow.
- 2. Be sure the original is clearly marked as "Original". Be sure the original is signed in blue ink (or some color other than black).
- 3. The original must be submitted as stapled or otherwise similarly bound document.

D. SEVEN (7) DUPLICATES (SUBMIT ALL PAGES IN SECTION B.)

- 1. For information and reference purposes. A copy will be available to all Proposers and the general public in the Comptroller's Office after proposals have been opened. Each duplicate must be a stapled or otherwise similarly bound document.
- 2. Be sure all duplicate copies are clearly marked as "Duplicate." Failure to provide the required number of complete duplicate copies may result in rejection of your proposal at the City's sole discretion.
- 3. The City will not photocopy your submissions for the purpose of helping you comply with this provision. Failure to provide the required number of complete duplicate copies may result in rejection of your Proposal at the City's sole discretion.
- E. ADDENDA. Attach signed copies of all Addenda received in connection with this proposal.

SM2. PUBLIC ACCESS TO PROPOSALS

- A. By signing and submitting a proposal in response to this solicitation, the Proposer acknowledges that all documents, information and data submitted in its proposal shall be treated as public information, unless otherwise identified as instructed below.
- B. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the proposer's documents, information and data to any party requesting same without further permission from the Proposer.
- C. The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

SM3. TWO (2) 'PUBLIC ACCESS COPIES' & IDENTIFYING PROPRIETARY / CONFIDENTIAL INFORMATION

- A. If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you MUST clearly state in large red letters, including on:
 - 1. The outside of your proposal box, package or envelope;
 - 2. The outside front cover of your proposal document including the "original" and all "duplicate" copies; and
 - 3. On each applicable page of your "original" and each "duplicate" copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.
- B. Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. Do not claim your entire document as generally being proprietary or confidential.
- C. The City still shall not be responsible for inadvertent disclosure.
- D. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.
- E. If proprietary/confidential information is included, the Proposer shall also submit *two* (2) *complete additional copies* of its proposal but with all proprietary/confidential information either excluded or redacted, and the reason given. These copies shall be clearly marked on the front cover and on the initial page "Public Access Copy".

SM4. GENERAL SUBMISSION COMMENTS

- A. Preparation and submission of a proposal in response to this Solicitation plus any subsequent addenda signifies the Proposer's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued.
- B. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed.
- C. The "original" proposal shall be typed or printed in ink using the set of documents included in your Solicitation package. "Duplicate" copies must be photo-copied by the Proposer.
- D. The "original" proposal documents should be signed in blue ink. All "Original" and "Duplicate" Proposal responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English.
- E. All prices/percentages and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the proposal documents beginning on page B-1 and all documents that follow thereafter.
- F. Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.
- G. Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same at the front of each copy of the proposal. Otherwise the City shall assume that you are responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded the contract, you shall be held to the terms, conditions, specifications and requirements as stated herein the same as if you had not taken an exception, deviation, modification or alteration

- H. Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your proposal at the sole discretion of the City of Baltimore.
- I. Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct.
- J. The City is not responsible for lost material or late delivery by the Proposer or any postal or other delivery services. Do not assume that the evaluator(s):
 - 1. Has special knowledge about your firm, or
 - 2. Has general knowledge about your product/service.
- K. Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your proposal, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second-guess what you might have meant to say in your responses given in your proposal
- L. If your complete response to any specific question or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive
- M. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your proposal non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score
- N. All costs to the City shall be included in, and made a part of, the unit proposal prices submitted by the Proposer at the time of proposal submission, without exception, unless otherwise specified in this document.
- O. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.
- P. All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Proposer/Contractor, either at the time of proposal submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.
- Q. In the event of a dispute between the printed "Original" proposal document and any printed "Duplicate" copy, or any electronic media, the printed "Original" shall prevail.

EXHIBIT 'A'

United States Department of Labor Recipient and Sub-Recipient Terms and Conditions

The United States Department of Labor (DOL) requires that Maryland Department of Juvenile Services (Juvenile Services) as the Recipient/Awardee and Contractors as Sub-Recipient/Sub-Awardees to fully comply with the regulations and cost principles, including drug-free workplace, non-discrimination, and prohibition on lobbying, in performing its responsibilities under the grant award per the *Notification of Award/Obligation*, which will be provided to Sub-Awardees during contracting. Juvenile Services will require all Sub-Awardees to attend a mandatory briefing on the requirements expected by the United States Department of Labor.

- 1. Sub-Recipient A-133 Audit Certification, which will be provided to Sub-Awardees during the awards process, must be completed and returned each Sub-Awardee.
- 2. If the United States Department of Labor does not appropriate funds beyond the specified grant term the agreement will be cancelled at the end of the specified grant term. Juvenile Services makes no commitment for the continuation of funding beyond the specified grant term.
- 3. If the United States Department of Labor or another funding source does appropriate funds beyond the specified grant term the Sub-Awardee will continue assuming all deliverables are being met.
- 4. This sub-award to each Sub-Awardee is subject to all statutes and requirements for the State of Maryland and the federal funding source (if applicable). Juvenile Services retains the right to add Special Conditions to the contract, if and when needed, during the life of this sub-award.
- 5. All grant funds provided to the Sub-Awardees must be encumbered, obligated, or expended by the end of the grant period, i.e., requisitions, purchase orders, or contracts (not invoices). Failure to expend encumbered funds within 30 calendar days following the End Date of the grant period may jeopardize reimbursement and/or result in the de-obligation of funds. In that event the obligation will be the sole responsibility of the Sub-Awardees.
- 6. A Grant Modification Request for changes or modifications of ANY kind to ANY portion of the Agreement must be submitted in writing to the Juvenile Services Project Director PRIOR to occurrence and may not take place until the Juvenile Services Project Director provides written approval. This includes, but is not limited to 1) budget revisions, including proposed expenditures in a budget category that were NOT previously approved; 2) changes to award period; 3) changes to scope of program; and 4) ANY change that were not approved when the DOL grant was originally awarded.
- 7. Further, a written Grant Modification Request is required for ANY intended or proposed changes to key personnel whose salary is funded in whole or part by this DOL grant award, and must be submitted to the Maryland Department of Juvenile Services 15 calendar days PRIOR to the intended change.
- 8. The Sub-Awardees will be required to attend an orientation session and/or receive technical assistance trainings as it relates to project activities, deliverables, project monitoring, project performance, project reports, project evaluation, and/or administrative requirements.
- 9. When issuing authorized statements or disseminating public information describing this project, i.e., press releases, requests for proposals, bid solicitations, and publications, funded in whole or in part with this DOL grant award the Sub-Awardees shall clearly acknowledge the funding source as the United States Department of Labor and the role of the Maryland Department of Juvenile Services as the Awardee. Advance approval of such language by the Program Director is required.
- 10. Sub-Awardees must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

- 11. A Property Inventory Form is required to be submitted by all Sub-Awardees for any, and all, equipment approved to be purchased under this sub-award.
- 12. PROGRAM REPORTS: Monthly and quarterly reports must be submitted by each Sub-Awardee as required by Juvenile Services within 15 days of the end of the month or quarter. Specifically, Progress Reports, and Performance Measurement Reports that Juvenile Services submits to DOL, must be submitted on a quarterly basis, and are due NO LATER THAN 15 CALENDAR DAYS after the end of each quarter. This due date is PRIOR to submission of relative quarterly fiscal reports. For example;

07/01 - 09/30 quarter: reports due 10/1510/01 - 12/31 quarter: reports due 01/1501/01 - 03/31 quarter: reports due 04/15

04/01 - 06/30 quarter: reports due 07/15

Failure to submit these reports in the prescribed time will prevent the payment of funds, and could result in the non-reimbursement of late reported costs.

- 13. FISCAL REPORTS: Similarly, Financial Reports and Request for Funds Requests must be submitted within 30 calendar days after the end of each quarter. Failure to submit these reports in the prescribed time will prevent the payment of funds, and could result in the non-reimbursement of late reported costs.
- 14. FINAL QUARTERLY PROGRAMMATIC reports indicating progress towards the attainment of each grant objective and FINAL Financial and Request for Funds Reports must be submitted no later than 30 calendar days from the end date of this sub-award grant. Failure to submit final fiscal reports within 30 days of the end of the grant period or any pre-authorized extension thereof may result in the delay of payment, prevention of payment, and or the deobligation of the funds involved. In that event, the expenditure or obligation will be the responsibility of the sub-recipient.
- 15. Sub-Awardees must keep and provide as required source documentation that explains and otherwise justifies all cost expenditures. Juvenile Services will monitor the expenditure of all sub-award expenditures and all source documentation to verify the appropriateness of all grant related expenditures. Accurate and identifiable financial, accounting, time and attendance records for all personnel employed under this project must be maintained by the sub-recipients.
- 16. At any time during normal business hours, and as deemed necessary by Juvenile Services, Sub-Awardees shall make available fiscal and or program records for inspection and audit to pertinent federal and state agencies, legislative auditors, or any authorized representatives. Documentation must be maintained as necessary to provide that obligations under this Intergovernmental Agreement have been met as required. Per specific federal requirements, each Sub-Awardee shall maintain such documentation for a period of three (3) years after the termination of this award or the last date of activity, whichever is the most recent.
- 17. Unless otherwise prohibited by law, information and records concerning individual youth participants served Juvenile Services as part of the program shall be released by Sub-Awardees upon request.
- 18. Each Sub-Awardee must complete criminal background and child protective services background investigations on all employees and volunteers pursuant to Sections 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland. Fingerprinting for FBI, CJIS and CPS checks will be provided by DJS at no charge. Submission of resumes or biographies to DJS and MOCJ indicating position to be filled is required before fingerprinting will be scheduled and conducted.
- 19. The use of these grant funds to replace state or local funds which otherwise would have been spent on the specific purpose(s) for which this Agreement has been awarded is supplanting, and is thus, prohibited. Any salaries, positions, contractual expenses, equipment, travel, and other expenses paid for with these grant funds must be used to supplement the Sub-Awardee's existing budget, and may not replace any funds that were already included in its budget.

EXHIBIT B

APPLICATION

- A total of eight (8) pages is permitted. Portions of submissions that extend beyond this maximum will be disregarded and not considered.
- Attach additional sheets as necessary not to exceed right (8) pages.)

Proposal submitted by (name of organization	n):	
Type or organization:		
Address:		
City:	State:	Zip Code:
Name of Authorized Representative:		
Title of Authorized Representative:		
Name of Contact Person [IF DIFFERENT FROM A	BOVE]:	
Title of Contact Person:		
E-Mail:		Phone:
Applicant Qualification: Describe mission of organization:		
Describe activities of organization:		
Describe current and recent successful coll other entities in Baltimore City:		

Attach:

- 1. List of names of Board of Directors.
- **2.** Copies of relevant portions of 501(c)(3) or other nonprofit status, or other relevant private business incorporation documents.
- **3.** Portions of mission statement or organizational description that evidences commitment in Baltimore City to service, youth, juvenile services, and other areas relevant to this competitive solicitation.

Describe the organization's management and supervision structure and staff positions:
Describe the organization's financial and accounting structure and staff positions:
Describe the organization's data and tracking structure and staff positions responsible for such
information:
Describe the organization's human resources structure and payroll staff:
Describe the organization's access to a reliable computer system, including e-mail capability, and software for word processing and data tracking:
Describe the organization's supervisory structure and quality assurance system and how it wil ensure contractual compliance with designated responsibilities:

Attach:

- **1.** Executive summary of a recent audit report.
- 2. Most recent annual budget.
- **3.** Documentation from a funder or grant organization showing positive outcomes achieved.

and zip codes if known when referring to areas in Baltimore City:
Youth in the juvenile justice system:
Youth in child servicing systems:
Young adults in the criminal justice system:
Youth or adults in Prisoner Re-entry Initiatives, aftercare or transition programs returning to communities from incarceration:
Community Service Project(s): Describe the proposed community service project(s):
Describe the project planning process and participants in planning:
Describe how project goals were measured for previous projects and whether these goals were
met:

Describe	the in	nvolvement of community members:
Attach:		
	1.	Timeline for Project Development and Project Implementation, which describes how quickly the staff can be hired and the activities implemented.
	2.	Project Location(s)
Provide:		
registered for the U. ic identifi Additiona Business their MB	I with S. Feler that ally, a Enter Encore	uance of awards, Sub-Awardees must be registered with <i>EMaryland Marketplace</i> , a the <i>Central Contractor Registration</i> (CCR) that is the primary registrant database in the <i>Central Contractor Registration</i> (CCR) that is the primary registrant database in the degree of the contractor of the contracto
El	Mary	land Marketplace registration number:
C	CR re	egistration number:
D	UNS	numeric identifier:
M	aryla	and MBE registration number:
M	aryla	and SBR registration number:
Submitte	<u>d by</u> :	
Signature	:	
Printed N	ame:	

Date:

Insurance

The successful proposer will be required to provide insurance coverage as indicated in the General Conditions of Proposal prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **Proof that coverage is either currently in place or will be provided <u>must</u> be submitted with the proposal. This can be done by one of the two following methods.**

- 1. Complete form "Certification of Insurance Coverage" below, or
- 2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form should include the following clauses:
 - a. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
 - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days' prior written notice to the City.
 - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City.
 - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form must be complete, must show that all limits of insurance are or will be met, and must be signed by the Agent.

Failure to provide the required insurance coverage by either of the two methods described above when the proposal is submitted may result in rejection of your proposal as being non-responsive.

Certificate of Insurance Coverage

Proposal submitted by (name of firm):			
Name of Surety Company			
Name of Surety Agent			
Surety Agent's Phone			
The below signed hereby certifies the	following informat	ion to be true and correct	
Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$500,000 Occurrence; \$500,000 Aggregate			
Workers Compensation as required by law.			
Check the appropriate box(es) below.	<u> </u>	<u> </u>	
□ Limits on above policy wi□ Above policy now in effect□ Policy will be obtained be	ct fore contract signe		
The following additional clauses shall be con- therein, as pertains to the above stated contract		ove policy(s), the same as if s	pecifically writter
 The Mayor and City Council of Balti The policy(s) shall not be reduced or tice to the City. The insurance company is prohibited cific written authority by the City. The policy(s) will be automatically cetera which are normally covered wifically written therein or not. 	cancelled without at least from pleading govern included and cover all	east forty-five (45) days prior was ment function in the absence of phases of work, equipment, p	of any spe- persons, et
The City is hereby granted authority to contact cates of insurance. The City bears no responsivently in effect, it will be written immediately directly to the City. A properly executed continuous Form.	sibility for premiums o y upon notice of award	r other cost of insurance. If poly, and a copy of binder or certi	olicy(s) is not cur- ficate will be sen
Authorized Agent's Signature		Date	